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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT TO OIL AND GAS LEASE

Reference is hereby made to that certain Oil and Gas Lease (hereinafter referred to as the "Lease") dated the 28th day of April, 2009, by and between Howard Livingston, and wife, Ann L. Livingston as Lessor, and Dale Resources, L.L.C. as Lessee, whose address is 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, which lease is recorded by Paid Up Oil and Gas Lease in Document Number D206374356 in the Public Records of Tarrant County, Texas covering the following described land in Tarrant County, Texas, to wit:

1 acre of land, more or less, being a Tract of land, out of the D. Russell Survey, a survey to the City of Arlington, Tarrant County, Texas, being more particularly described by metes and bounds in that certain deed dated November 9, 1989, from Calvin W. Hollifield, and wife, Leah M. Hollifield, as Grantor, to Howard T. Livingston, and wife, Ann L. Livingston, as Grantee, recorded in Volume 9760, Page 1229, of the Official Public Records of Tarrant County, Texas

Whereas the Lease was subsequently assigned to Chesapeake Exploration Limited Partnership, whose successor in interest is Chesapeake Exploration, L.L.C., and whose address in P.O. Box 18496, Oklahoma City, OK 73118 ("Assignee")

Whereas it is the desire of the parties to amend the Primary Term of said Lease.

Now Therefore, the undersigned do hereby delete all references to three (3) in paragraph 2 of said Lease and in its place to hereby insert four (4) so that the primary term of the lease is four (4) years.

Furthermore, the undersigned do hereby ratify, adopt and confirm said Lease as hereby amended, as a valid and subsisting Lease and the undersigned Lessor does hereby grant, demise, lease and let unto Chesapeake Exploration, L.L.C., the present owner of said Lease, the premises described above, subject to and in accordance with all of the terms and provisions of said Lease as hereby amended.

This agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors, and assigns.

EXECUTED the 28th day of April, 2009, but for all purposes effective as of November 9, 2006.

LESSOR

Howard Livingston

Ann L. Livingston

By: Howard Livingston

By: Ann L. Livingston

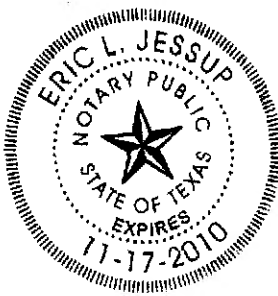
ASSIGNEE

Chesapeake Exploration, L.L.C.,
an Oklahoma limited liability company

By: _____
Henry J. Hood, Sr. Vice President—Land
and Legal and General Counsel

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 28th day of April,
2009, by Howard Livingston, and wife, Ann L. Livingston



Eric L. Jessup
Notary Public, State of Texas
Eric L. Jessup
(printed name)

(Stamp/Printed Name of Notary
and Date Commission Expires)

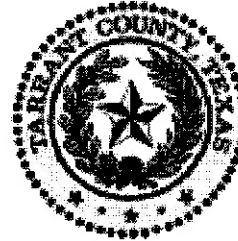
THE STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by Henry J. Hood, Executive Sr. Vice President—Land and Legal and General Counsel of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, as the act and deed of such limited liability company on behalf of said limited liability company.

Notary Public, State of _____

(printed name)

(Stamp/Printed Name of Notary
and Date Commission Expires)



DALE RESOURCES LLC
2100 ROSS AVE STE 1870 LB-9

DALLAS TX 75201

Submitter: DALE RESOURCES LLC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 05/08/2009 08:55 AM
Instrument #: D209122927
OPR 3 PGS \$20.00

By: _____



D209122927

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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